

BOARD OF SUPERVISORS

Brown County



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ADMINISTRATION COMMITTEE

Tom Sieber, Chair; James Kneiszel, Vice Chair
Richard Schadewald, John Vander Leest, Keith Deneys

SPECIAL ADMINISTRATION COMMITTEE

Wednesday, April 17, 2019

6:30 p.m.

Room 207, City Hall

100 N. Jefferson St., Green Bay, WI

**NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION ON ANY ITEM
LISTED ON THE AGENDA**

- I. Call to Order.
- II. Approve/Modify Agenda.

Comments from the Public

Administration

1. Resolution Authorizing and Approving the Contribution of Property to the Ashwaubenon CDA and Authorizing and Approving a New Lease with the Ashwaubenon CDA Regarding the Brown County Expo Center and Resch Center.

Other

2. Such other matters as authorized by law.
3. Adjourn.

Tom Sieber, Chair

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda.

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

April 17, 2019

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION AUTHORIZING AND APPROVING
THE CONTRIBUTION OF PROPERTY TO THE ASHWAUBENON CDA AND
AUTHORIZING AND APPROVING A NEW LEASE WITH THE ASHWAUBENON
CDA REGARDING THE BROWN COUNTY EXPO CENTER AND RESCH CENTER**

WHEREAS, on April 17, 1998 the Community Development Authority of the Village of Ashwaubenon, Wisconsin (the “**Authority**” or “**CDA**”) adopted a resolution approving the Redevelopment Plan – Brown County Expo Centre Complex Project Area (the “**Redevelopment Plan**”) with respect to the Brown County Expo Centre Complex Redevelopment Project Area (the “**Redevelopment Area**”), the boundaries of which were designated by the Authority in its resolution adopted on December 16, 1996, and such area was declared to be a blighted area in need of urban renewal within the meaning of the Redevelopment Act pursuant to a resolution adopted by the Village of Ashwaubenon, Wisconsin (the “**Village**”) on December 17, 1996; and

WHEREAS, the Authority and Brown County, Wisconsin (the “**County**”) have entered into a Lease (as amended, the “**1999 Lease**”) with respect to the lease of a facility located in the Redevelopment Area now known as the Brown County Resch Center (the “**Resch Center**”) by the Authority to the County in accordance with the Redevelopment Plan, and

WHEREAS, pursuant to an Amended and Restated Cooperation Agreement, dated as of July 11, 2017 (the “**Cooperation Agreement**”), entered into by and among the Authority, the County, the Village, the City of Green Bay, Wisconsin, the Redevelopment Authority of the City of Green Bay, Wisconsin, the Green Bay Area Room Tax Commission, and certain other municipalities in the Green Bay area, among other things, certain agreements were made with respect to the improvements made and to be made by the Authority in the Redevelopment Area, including that the County would contribute property and that the Authority would issue bonds to finance the construction and equipping of a facility described in the Cooperation Agreement as the Expo Center (the “**Expo Center**”); and

WHEREAS, the Authority and the County have undertaken discussions and negotiations relating to the construction and equipping of the Expo Center, which will be connected to the Resch Center; and

WHEREAS, the Authority and the County have also undertaken discussions to amend and restate the 1999 Lease, such that the resulting lease would provide for the lease by the Authority to the County of both the Resch Center and the Expo Center (such amended and restated lease being referred to herein as the “**New Lease**”) for use in accordance with the Redevelopment Plan; and

WHEREAS, it is necessary, desirable, and in the best interest of the County for the Authority (i) to acquire the real property on which the Expo Center will be located (the “**Site**”),

and (ii) to issue its lease revenue bonds (the “**Expo Center Bonds**”) for the purpose of financing a portion of the costs of the Expo Center, in a principal amount which, together with additional funds available for the Expo Center, will be sufficient to construct the Expo Center; and

WHEREAS, in connection with the development of the Expo Center, the County desires to contribute the Site to the Authority and to enter into a New Lease, substantially similar to the Draft New Lease attached to and incorporated into this Resolution by attachment and reference, setting forth draft terms and conditions under which the County will lease the Resch Center and the Expo Center from the Authority; and

WHEREAS, the County will be entitled to certain credits with respect to its rent payments under the New Lease, including with respect to certain Net Room Taxes (as defined in the Cooperation Agreement) available to pay debt service on the Expo Center Bonds and the bonds issued by the Authority to refinance the Resch Center; and

WHEREAS, Section 7.01(a) of the Cooperation Agreement states that the Authority shall issue and sell the Expo Center Bonds upon terms acceptable to the County, such acceptance to be conclusively evidenced by the County’s execution of the Lease; and

WHEREAS, a Draft of the New Lease is attached to this Resolution, the terms and conditions of the New Lease are currently being finalized between the Authority and the County, and due to time constraints regarding the issuance of the Expo Center Bonds, it is desired that the Brown County Board of Supervisors provide County Administration, including the County Executive and the County Clerk, with the authority and approval to execute and deliver documents regarding transferring the Site from Brown County to the Ashwaubenon CDA, and to enter into a Lease Agreement between Brown County and the Ashwaubenon CDA, with terms and conditions substantially similar to the Draft of the New Lease attached to this Resolution, consistent with this Resolution and as deemed acceptable to Brown County Administration and Corporation Counsel.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that:

- I. Approval of Site Contribution**The contribution of the Site to the Authority for the development of the Expo Center in accordance with the Redevelopment Plan and the Cooperation Agreement is hereby approved; and
- II. Authority and Approval to Execute and Deliver the New Lease**County Administration, including the County Executive and the County Clerk, and any other appropriate County Officials is hereby authorized for, and in the name of, the County to execute and deliver the New Lease, with terms and conditions substantially similar to the Draft New Lease attached to this Resolution, deemed acceptable to Corporation Counsel and with a schedule of rents as shall be approved by County Administration consistent with this Resolution, and their execution thereof shall constitute conclusive evidence of their approval of any such terms and conditions, and of the schedule of rents; and

- III. **General Authorizations** County Administration, including the County Executive, the County Clerk, and any other appropriate County officials are hereby authorized to execute and deliver any and all documents, including any certifications or approvals, necessary for, and related to, the issuance of the Expo Center Bonds, including, but not limited to the New Lease, a bond purchase agreement, an offering document, a continuing disclosure agreement, a closing certificate, a tax agreement, and a deed for the Site. The form of all such documents shall be subject to the prior approval of the Corporation Counsel; and
- IV. **Conflicting Resolutions; Severability; Effective Date** All prior resolutions, rules, or other actions of this Governing Body or any parts thereof in conflict with the provisions of this resolution shall be, and the same hereby are, rescinded insofar as the same may so conflict. In the event that any one or more provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution. This resolution shall take effect immediately upon its adoption and approval in the manner provided by law.

Adopted: April 17, 2019

Fiscal Note: This resolution does not require an appropriation from the General Fund. This resolution authorizes the County to enter into a lease agreement with the Community Development Authority of Ashwaubenon. The schedule of rents will be paid for by room tax revenue pledged by seven municipalities in addition to \$15 million in sales tax revenue, \$4.7 million in excess stadium tax revenue and \$8 million in naming rights revenue. This resolution also requires \$2 million out of the allocated \$15 million in sales tax revenues to be expensed in 2019. If pledged room tax revenue is insufficient to cover the scheduled rents, then the County is obligated to make the payment.

Respectfully submitted,

ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Approved By:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

19-037R

Authored by County Administration

Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
BORCHARDT	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSSEN	18				
KNEISZEL	19				
DESLAURIERS	20				
TRAN	21				
MOYNIHAN, JR.	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
DENEYS	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

CERTIFICATIONS BY CLERK

I, Sandy Juno, hereby certify that I am the duly qualified and acting Clerk of Brown County, Wisconsin (the “County”), and as such I have in my possession, or have access to, the complete corporate records of the County and of its County Board of Supervisors (the “Governing Body”) and that attached hereto is a true, correct, and complete copy of the resolution (the “Resolution”) entitled:

RESOLUTION AUTHORIZING AND APPROVING THE CONTRIBUTION OF PROPERTY TO THE ASHWAUBENON CDA AND AUTHORIZING AND APPROVING A NEW LEASE WITH THE ASHWAUBENON CDA REGARDING THE BROWN COUNTY EXPO CENTER AND RESCH CENTER

I do hereby further certify as follows:

Meeting Date. On April 17, 2019, a meeting of the Governing Body was held commencing at _____ p.m.

Posting. On April ___, 2019 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the County’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

Notification of Media. On April ___, 2019 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the County.

Open Meeting Law Compliance. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

Members Present. Said meeting was duly called to order by the County Executive (the “Presiding Officer”), who chaired the meeting. Upon roll I noted and recorded that there were _____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

Consideration of and Roll Call Vote on Resolution. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, _____ of the Governing Body members voted Aye, _____ voted Nay and _____ Abstained.

Adoption of Resolution. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the County hereto on April _____, 2019.

County Clerk

[Seal]

CORPORATION COUNSEL

Brown County

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GREEN BAY, WISCONSIN 54305-3600



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RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 04-04-2019
REQUEST TO: Exec Comm, Special Admin Comm, and Co Bd
MEETING DATE: 04-08-2019, 04-17-2019 and 04-17-2019 respectively
REQUEST FROM: Dave Hemery
Corp Counsel
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: **RESOLUTION AUTHORIZING AND APPROVING THE CONTRIBUTION OF PROPERTY TO THE ASHWAUBENON CDA AND AUTHORIZING AND APPROVING A NEW LEASE WITH THE ASHWAUBENON CDA REGARDING THE BROWN COUNTY EXPO CENTER AND RESCH CENTER**

ISSUE/BACKGROUND INFORMATION:

New Lease Needed due to Demo of Arena and Construction of Expo Center

ACTION REQUESTED:

Review and Approve

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. What is the amount of the fiscal impact? *\$This resolution does not require an appropriation from the General Fund. This resolution authorizes the County to enter into a lease agreement with the Community Development Authority of Ashwaubenon. The schedule of rents will be paid for by room tax revenue pledged by seven municipalities in addition to \$15 million in sales tax revenue, \$4.7 million in excess stadium tax revenue and \$8 million in naming rights revenue. This resolution also requires \$2 million out of the allocated \$15 million in sales tax revenues to be expensed in 2019.*
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

AMENDED AND
RESTATED LEASE

Document Number

Draft New Lease

- Attached To 04-17-2019
Resolution Authorizing and Approving
The Contribution of Property to the Ashwaubenton
CDA and Authorizing and Approving
A New Lease with the Ashwaubenton CDA
Regarding The Brown County Expo Center
and Resch Center
- As Presented for Consideration
and Approval on 04-17-2019
to The (Special) Administration
Committee and to The County Board.

Recording Area

Name and Return Address

David B. Ryan
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202

See Exhibit A

Parcel Identification Number (PIN)

92091491-1010

AMENDED AND RESTATED LEASE

Dated as of [June 1], 2019

from

COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF ASHWAUBENON, WISCONSIN

to

BROWN COUNTY, WISCONSIN

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AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE (this "Lease") is made as of [June 1], 2019, by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a public body and a body corporate and politic (the "Authority"), and BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), and replaces in its entirety, the Lease, dated as of December 1, 1999, as amended by a First Supplement to Lease (Additional Bonds), dated as of May 1, 2002, and a Second Supplement to Lease (Additional Bonds), dated as of March 1, 2012, by and between the Authority and the County (the "Prior Lease").

RECITALS

A. Pursuant to a Cooperation Agreement (as defined herein) by and among the Municipalities (as defined herein), the County, the Authority, the Redevelopment Authority of the City of Green Bay, Wisconsin, and the Green Bay Area Room Tax Commission, the County has contributed and will contribute certain real property to the Authority.

B. Pursuant to the Cooperation Agreement, the Authority issued its \$35,660,000 Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project) (the "Resch Center Bonds"), which refinanced bonds issued by the Authority in 2002, which refinanced bonds issued by the Authority in 1999, the proceeds of which were used to finance a facility located in the Redevelopment Area (as defined herein) now known as the Brown County Resch Center (the "Resch Center").

C. In connection with the issuance of the 1999 bonds that initially financed the Resch Center, the Authority and the County entered into the Prior Lease, with respect to the lease of the Resch Center by the Authority to the County in accordance with the Redevelopment Plan (as defined herein).

D. Pursuant to the Cooperation Agreement, the Authority will make arrangements for the construction and equipping of a facility located in the Redevelopment Area currently described in the Cooperation Agreement as the Expo Center (the "Expo Center"), which will be connected to the Resch Center, and other real property improvements to be constructed and installed on the real property contributed by the County to the Authority.

E. Two parcels on which the Resch Center and the Expo Center are situated have been combined into a single parcel pursuant to [Certified Survey Map dated _____, 2019].

F. The Authority desires to lease such real property and real property improvements relating to the Resch Center and the Expo Center to the County, and the County desires to lease such real property and improvements from the Authority.

G. The Authority and the County also desire to amend and restate the Original Lease, such that the resulting lease provides for the lease by the Authority to the County

of both the Resch Center and the Expo Center for use in accordance with the Redevelopment Plan.

H. The County and the Authority intend that the rent payments for such lease, together with certain other funds received by the Authority, will be sufficient to pay debt service on certain bonds, as described herein, issued by the Authority to finance or refinance both the Resch Center and the Expo Center.

I. The County and the Authority expect that Net Room Tax Revenues available pursuant to the Pledge and Security Agreement (as defined herein) will be available to pay, and the County and the Authority intend that such amounts will constitute credits against, such rent payments.

J. The Authority may, with the written consent of the County and as further described in Section 6.11 hereof, in the future, sell, lease, or otherwise transfer certain portions of or interests in such real property and real property improvements for use consistent with the Redevelopment Plan and the Redevelopment Act (as defined herein).

K. The Trustee under the Resch Center Indenture (as defined herein) has consented to the execution and delivery of this Amended and Restated Lease.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein reserved, mentioned, and contained on the part of the County, its successors, and assigns, to be paid, kept, and performed, the Authority has leased, demised, and let, and by these presents does lease, demise, and let to the County, and the County does hereby consent to said leasing and hereby takes and hires, upon and subject to the conditions hereinafter expressed, the Leasehold Property (as defined herein).

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.01 Definitions.

The following terms shall have the following meanings in this Lease unless the text expressly or by necessary implication requires otherwise:

"Act" or "Redevelopment Act" means Sections 66.1333, 66.1335, and 66.1339 of the Wisconsin Statutes.

"Additional Bonds" means Additional Expo Center Bonds and Additional Resch Center Bonds.

"Additional Expo Center Bonds" means all series of lease revenue bonds that the Authority may issue under the Expo Center Indenture from time to time after the issuance of the Series 2019 Expo Center Bonds.

"Additional Resch Center Bonds" means all series of lease revenue bonds that the Authority may issue under the Resch Center Indenture from time to time after the date of this Lease.

"Additional Rents" has the meaning assigned in Section 3.02(b) hereof.

Amendment to Lease (Base Rents)" means any such Amendment to Lease (Base Rents) substantially in the form of Exhibit D hereto as the Authority and the County may enter into from time to time pursuant to Section 3.02(a) hereof.

"Amendment to Lease (Release of Leasehold Property)" means any such Amendment to Lease (Release of Leasehold Property) substantially in the form of Exhibit E hereto as the Authority and the County may enter into from time to time pursuant to Section 6.01 hereof.

"Authority" means the Community Development Authority of the Village of Ashwaubenon, Wisconsin, a public body and a body corporate and politic created under the Act.

"Base Rents" has the meaning assigned in Section 3.02(a) hereof.

"Bond Fund" means the trust fund of that name created under the applicable Indenture.

"Bonds" means the Resch Center Bonds and the Expo Center Bonds, which are collectively referred to in the Cooperation Agreement as the "Ashwaubenon CDA Bonds".

"Capitalized Interest Fund" means the trust fund of that name created under Section 8.09 of the Expo Center Indenture.

“Cooperation Agreement” means the Amended and Restated Cooperation Agreement, dated as of July 11, 2017, entered into by and among the Municipalities, the County, the Room Tax Commission, the Redevelopment Authority of the City of Green Bay, Wisconsin, and the Authority.

“County” means Brown County, Wisconsin, a Wisconsin political subdivision.

“County Board” means the County Board of Supervisors of the County.

“Debt Service Reserve Fund” means the trust fund of that name created under Section [8.07] of the Expo Center Indenture.

“Debt Service Reserve Fund Requirement” means has the meaning set forth in the Expo Center Indenture.

“Expo Center” means a facility commonly referred to as the Brown County Expo Center, as more specifically defined in the Cooperation Agreement, to be constructed by the Authority on the Leasehold Property and to be used for the promotion and development of tourism activities within the Redevelopment Area.

“Expo Center Bonds” means the Series 2019 Expo Center Bonds and any Additional Expo Center Bonds.

“Expo Center Indenture” means the Indenture of Trust, dated as of [June 1], 2019, from the Authority to the Trustee, with respect to the Expo Center Bonds, as amended or supplemented from time to time pursuant to the terms thereof.

“Improvements” means (i) any and all real property improvements relating to the construction and equipping of the Expo Center which are to be constructed or installed by the Authority in accordance with the Act and (ii) any and all real property improvements relating to the construction and equipping of the Resch Center which were or are constructed or installed by the Authority in accordance with the Act. More particularly, the Improvements include, without limitation, the real property improvements identified in Exhibit F hereto.

“Indentures” means the Expo Center Indenture and the Resch Center Indenture.

“Lease” means this Lease.

“Leasehold Property” means the real property and real property improvements identified in Exhibit A hereto, together with all buildings, structures, fixtures, and improvements now or hereafter located thereon, as amended from time to time pursuant to an Amendment to Lease (Release of Leasehold Property).

“Material Disturbance” means the occurrence of any of the following:

- (a) the Authority shall, with authorization from its governing body, breach its obligations under this Lease in any material respect or take any other action which, in either case, materially impairs Quiet Enjoyment;

(b) the County shall be denied Quiet Enjoyment of the Leasehold Property as a result of the failure of the Authority to have had a valid and enforceable good and marketable fee simple title in or to the Leasehold Property subject to no liens or encumbrances other than Permitted Encumbrances at the time such Leasehold Property was made subject to this Lease; or

(c) the taking by eminent domain or inverse condemnation or the damage to or loss or destruction of so much of the Leasehold Property that the County determines in a resolution adopted by the County Board that the Leasehold Property cannot reasonably be restored, repaired, or replaced within one year following the date of such resolution to either substantially the same condition as existed prior to such taking, damage, loss, or destruction or to a condition which permits the County to realize substantially the same intended benefits and public purposes in accordance with the Redevelopment Plan; *provided*, that such taking, damage, loss, or destruction (i) was not the result of willful, deliberate, or negligent action on the part of the County and (ii) will result in a material impairment of Quiet Enjoyment.

“Municipalities” means the City of Green Bay, Wisconsin, the City of De Pere, Wisconsin, the Village of Allouez, Wisconsin, the Village of Ashwaubenon, Wisconsin, the Village of Howard, Wisconsin, the Village of Bellevue, Wisconsin, and the Village of Suamico, Wisconsin.

“Net Room Taxes” means the Room Taxes levied, enforced, and collected by or with respect to the Municipalities from time to time minus the amount of Additional Room Taxes (as defined in the Pledge and Security Agreement) transferred to the Additional Room Tax Fund pursuant to Section 4.04 of the Pledge and Security Agreement, and minus the amount allocated to the Room Tax Administrative Fund pursuant to Section 4.01(a) of the Pledge and Security Agreement.

“Permitted Encumbrances” means the liens, encumbrances, covenants, conditions, restrictions, and other items set forth in Exhibit B hereto.

“Pledge and Security Agreement” means the Second Amended and Restated Pledge and Security Agreement, dated as of July 11, 2017, by and among the Municipalities, the County, the Room Tax Commission, and the Trustee, incorporating the pledge of Net Room Taxes to the payment of debt service and certain administrative fees on the Resch Center Bonds and the Green Bay RDA Bonds (as defined in the Cooperation Agreement), which includes the allocation of Surplus Room Net Room Tax Revenues to the payment of debt service and certain administrative fees on the Bonds and certain additional applications of the Surplus Net Room Tax Revenues.

“Quiet Enjoyment” means the right of the County to peaceably and quietly have, hold, and enjoy the Leasehold Property and to use the Leasehold Property for the purposes intended or permitted by this Lease.

“Redevelopment Area” means the Brown County Expo Centre Complex Redevelopment Project Area, the boundaries of which were designated by the Authority in its

resolution adopted on December 16, 1996, and such area was declared to be a blighted area in need of urban renewal within the meaning of the Redevelopment Act pursuant to a resolution adopted by the Village on December 17, 1996.

"Redevelopment Plan" means the Redevelopment Plan – Brown County Expo Centre Complex Project Area for the Redevelopment Area approved by the Authority on April 17, 1998 and approved by the Village on April 28, 1998.

"Rents" means the Base Rents and the Additional Rents.

"Resch Center Bonds" means the Authority's \$35,660,000 Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project), dated March 29, 2012, issued pursuant to the Resch Center Indenture, and any Additional Resch Center Bonds.

"Resch Center Indenture" means the Indenture of Trust, dated as of December 1, 1999, as amended by a First Supplement to Indenture of Trust, dated as of May 1, 2002, and a Second Supplement to Indenture of Trust, dated as of March 1, 2012, each from the Authority to the Trustee, with respect to the Resch Center Bonds, as amended or supplemented from time to time pursuant to the terms thereof.

"Revenue Fund" means the trust fund of that name created under Section [8.03] of the Expo Indenture.

"Room Tax Act" means Section 66.0615 of the Wisconsin Statutes, as amended from time to time.

"Room Tax Commission" means the Green Bay Area Room Tax Commission, a Wisconsin intergovernmental commission.

"Room Tax Stabilization Fund" means the trust fund of that name created under the Green Bay Indenture (as defined in the Cooperation Agreement) and continued under Section 8.08 of the Resch Center Indenture, which includes a Debt Service Reserve Fund for the Resch Center Bonds under the Resch Center Indenture, and the successor "Room Tax Stabilization Fund" to be created under Section 4.06(a) of the Pledge and Security Agreement when the Resch Center Indenture is no longer in effect due to the payment in full or legal defeasance of the Resch Center Bonds.

"Room Taxes" means those room taxes levied and collected by the Municipalities pursuant to the Room Tax Act and the Cooperation Agreement.

"Series 2019 Expo Center Bonds" means the Authority's Lease Revenue Bonds, Series 2019 (Brown County Expo Center Project), dated [June ____], 2019, issued in the aggregate principal amount of \$_____ pursuant to the Expo Center Indenture.

"Surplus Net Room Tax Revenues" means Net Room Taxes remaining after the allocation of Net Room Taxes in respect of the Green Bay RDA Bonds (as defined in the Cooperation Agreement) and the Resch Center Bonds as described in Section 4.01(b) of the Pledge and Security Agreement, held in the Room Tax Stabilization Fund and applied as

described in Section 4.06(b)(2) of the Pledge and Security Agreement, including to pay debt service and certain administrative fees on the Expo Center Bonds.

"Tax-Exempt Bonds" shall have the meaning assigned in Section 2.03 hereof.

"Trustee" means Associated Trust Company, National Association, as trustee under the applicable Indenture, or its successors in such capacity.

"Unassigned Rights" means the rights of the Authority under Sections 2.02 and 6.11 hereof.

"Village" means the Village of Ashwaubenon, Wisconsin, a Wisconsin municipal corporation and political subdivision.

Section 1.02 Use of Phrases.

The following provisions shall be applied whenever appropriate herein:

"Herein", "hereby", "hereunder", "hereof", and other equivalent words refer to this Lease as an entirety and not solely to the particular portion of this Lease in which any such word is used.

The definitions set forth in Section 1.01 hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and the plural and to cover all genders.

Unless otherwise provided, any determinations or reports hereunder which require the application of accounting concepts or principles shall be made in accordance with generally accepted accounting principles.

ARTICLE II

RESTRICTIONS ON USE

Section 2.01 Intended Use.

The Authority and the County intend that the Leasehold Property be used primarily for amenities and other benefits to the general public, the coordinated development or redevelopment of the Redevelopment Area and for the promotion and development of tourism activities within the Redevelopment Area through the construction and operation of the Expo Center and the continued operation of the Resch Center as described in the Cooperation Agreement, all in furtherance of the Redevelopment Plan. The Authority shall carry out or cause to be carried out the construction and equipping of the Expo Center on the Leasehold Property in accordance with the Cooperation Agreement. The Authority will apply the proceeds from the sale of the Series 2019 Expo Center Bonds (i) to cause the construction and installation of the Expo Center and related Improvements, (ii) to pay costs of issuance of the Series 2019 Expo

Center Bonds, and (iii) to fund the Debt Service Reserve Fund and the Capitalized Interest Fund created under the Expo Center Indenture.

Section 2.02 Restrictions.

The County agrees that the use of the Leasehold Property shall be in furtherance of the Redevelopment Plan.

Section 2.03 Covenants for Benefit of Owners of Tax-Exempt Bonds.

The Series 2019 Expo Center Bonds will be, and some or all Additional Bonds may be, issued and accompanied by a written opinion of bond counsel to the effect that interest thereon will be excluded from gross income for federal and state income tax purposes ("Tax-Exempt Bonds"). Each of the Authority and the County covenants that it will not take or allow any action that causes interest on any of the Tax-Exempt Bonds to be included in gross income for federal or state income tax purposes.

ARTICLE III

TERM AND RENTS

Section 3.01 Term.

The term of this Lease shall be for the period commencing on [June 1], 2019, and ending on the latest stated maturity date of any of the Bonds, unless this Lease shall sooner terminate pursuant to Section 6.03 or by mutual agreement of the Authority and the County; *provided, however*, that except as provided in Section 6.03, the end of said term shall not be advanced nor shall this Lease expire or be terminated so long as any of the Bonds shall be Outstanding (as defined in the respective Indentures); *provided, further*, that when the Authority shall have received Rents under Section 3.02 hereof in an amount equal to all the principal of, premium, if any, and interest on, all Bonds and shall have fully paid (or provided for the payment thereof in accordance with the respective Indentures) such principal, premium, if any, and interest, the term of this Lease shall automatically terminate, and the Authority shall take full title and possession of the Leasehold Property, subject, however, to Permitted Encumbrances and to the option to purchase in favor of the County as provided in Section 6.10 hereof.

Section 3.02 Rents.

(a) The County agrees to pay to the Trustee for the account of the Authority, without set-off (but subject to credits as provided in subsection (c) below), rents in the amounts and at the times set forth on Exhibit C (the "Base Rents"); *provided, however*, that the schedule of Base Rents may be amended from time to time by the execution and delivery of an Amendment to Lease (Base Rents), as follows:

- (1) In the event that any Bonds are called for redemption (other than any mandatory sinking fund redemption) or are defeased pursuant to the applicable Indenture, the schedule of Base Rents shall be modified to reflect reductions in Base Rents equal to the principal

and interest payments that would otherwise have become due with respect to such Bonds that have been so redeemed or defeased. Without limiting the generality of the foregoing, the schedule of Base Rents shall be modified to the extent that any funds that remain in the Construction Fund under the Expo Center Indenture, after the Authority and the County have certified to the Trustee that the construction of the Expo Center has been completed and all costs have been paid, are used to redeem Series 2019 Expo Center Bonds.

- (2) In connection with the issuance of any Additional Bonds, the schedule of Base Rents shall be revised to reflect increases in Base Rents (or net increases, if any, giving effect to corresponding reductions under clause (1) above in the case of refunding Bonds) in amounts in which and on the dates on which such principal and interest are scheduled to become due.

(b) With respect to each series of Bonds, the County agrees to pay to the Trustee for the account of the Authority, without set-off, the following rents (the “Additional Rents”) at the following times:

- (1) an amount equal to the periodic fees and expenses incurred in connection with the Bonds, including but not limited to, the periodic fees and expenses of the Trustee as provided in Section 3.09, plus
- (2) an amount equal to any arbitrage rebate payments that must be paid with respect to any Tax-Exempt Bonds (including, with respect to the Series 2019 Expo Center Bonds, amounts determined as described in Section 9.03 of the Expo Center Indenture and in Section 9.02 of the Resch Center Indenture), to the extent such rebate payments are due and there are insufficient funds in the applicable Indenture available for such payment.

(c) Notwithstanding the foregoing, the County shall be entitled to credits against [Base] Rents to the extent that the following amounts are available to pay debt service of the Bonds under the applicable Indentures(s):

- (1) Net Room Taxes and Surplus Net Room Tax Revenues as described in the Cooperation Agreement and pledged pursuant to the Pledge and Security Agreement; and
- (2) amounts available for the payment of debt service on the Bonds in the applicable Bond Fund [, or available for payment of the Expo Center Bonds in the Revenue Fund or the Capitalized Interest Fund] pursuant to the respective Indentures and the Pledge and Security Agreement (including, without limitation, any investment

earnings on the trust funds under the respective Indentures available for such purpose);

(d) The obligation of the County to pay Rents shall be subject to the conditions described in Section 3.17 but shall not otherwise be subject to any diminution by set-off, counterclaim, abatement, suspension, or defense.

(e) The County shall notify the Authority and the Trustee in writing of any failure by the County to include in its annual budget provision for the payment of any Base Rents, Additional Rents, or other amounts to become due hereunder during the fiscal period to which such budget applies.

(f) The Authority and the County agree and acknowledge that the Leasehold Property is being leased at its fair market value, giving consideration to the requirements set forth in Section 2.02.

Section 3.03 Taxes Imposed on Leasehold Property.

The County agrees to pay from available appropriations an amount equivalent to any and all *ad valorem* taxes and special assessments and other similar impositions assessed or levied or imposed by any taxing authority against the Leasehold Property or the interest of the Authority therein. Payment of such amounts shall be made by the County to the Authority upon presentation by the Authority to the County of the bills for such taxes, assessments, or other impositions or upon the furnishing of proof that such taxes, assessments, or other impositions are due and owing. Payment of any tax shall not be required so long as the County is contesting such tax in good faith and by appropriate proceedings.

Section 3.04 Taxes Imposed on Rentals.

The County agrees to pay from available appropriations an amount equivalent to any tax or excise on rentals or other taxes, however described, levied, assessed, or imposed by the State of Wisconsin or any political subdivision or any taxing authority thereof against the Authority or the rentals provided hereunder, but only to the extent of the amount thereof which is lawfully levied, assessed, or imposed as a direct result of the Authority's ownership of the Leasehold Property and the occupancy thereof by the County or of this Lease or of the rental accruing hereunder. Payment of such amounts shall be made by the County to the Authority upon presentation by the Authority to the County of the bills for such taxes or excises on such rents or upon the furnishing of proof that such taxes or excises on such rents are due and owing. Payment of any tax shall not be required so long as the County is contesting such tax in good faith and by appropriate proceedings.

Section 3.05 Taxes Imposed on Income.

The County agrees to pay from available appropriations an amount equivalent to any franchise, succession, capital levy, or transfer tax, or any income, excess profits, or revenue tax, or any other tax, assessment, charge, or levy upon the rent payable by the County pursuant to this Lease, but only to the extent of the amount thereof which is lawfully levied, assessed, or imposed upon the Authority. Payment of such amount shall be made by the County to the

Authority upon presentation by the Authority to the County of the bills for such tax, assessment, charge, or levy or upon the furnishing of proof that such tax, assessment, charge, or levy is due and owing. Payment of any tax shall not be required so long as the County is contesting such tax in good faith and by appropriate proceedings.

Section 3.06 Pledge and Assignment to Trustee.

Simultaneously with the delivery of this Lease, the Authority shall pledge and assign to the Trustee under each Indenture all the Authority's right, title, and interest in and to this Lease and all the Authority's rights to receive payments hereunder; *provided, however*, that the Authority shall reserve the right to enforce the Unassigned Rights in its own name and for its own account. The County hereby consents to such pledge and assignment and agrees that each Trustee may enforce any and all rights, privileges, and remedies of the Authority (other than the Unassigned Rights) under or with respect to this Lease as and to the extent provided in the applicable assignment. The Trustee shall not by such pledge and assignment be deemed to have assumed the obligations of the Authority hereunder and shall have no obligations hereunder except as expressly provided herein or in the Indenture.

Section 3.07 Debt Service on Bonds.

The Authority covenants and agrees to use and apply the Rents payable hereunder to pay the principal of, premium, if any, and interest on the Bonds at the times and in the manner provided in the Indentures.

Section 3.08 Investment of Bond Funds.

The Authority authorizes the County, in its stead, to direct the investment of moneys in trust funds established in each Indenture, subject to the restrictions therein.

Section 3.09 Fees of Trustee.

The County agrees to pay all fees and expenses of each Trustee for its services under the applicable Indenture, including, but not limited to, fees for any rebate determination provided as described in Section 9.03 of the Expo Center Indenture and as described in Section 9.02 of the Resch Center Indenture in the event there are insufficient funds for such purpose in the Revenue Fund as provided in Sections 8.03 and 12.13 of the Expo Center Indenture or the Room Tax Stabilization Fund as provided in Section 8.08 of the Resch Center Indenture.

Section 3.10 Payment of Costs and Expenses.

If the County defaults under any provisions of this Lease, and the Authority or a Trustee, or both, employ attorneys or incur other expenses for the collection of payments due or for the enforcement of performance or observance of any other obligation or agreement on the part of the County herein contained, then the County agrees that it will on demand therefor pay to the Authority or such Trustee, as the case may be, the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority or such Trustee.

Section 3.11 Performance for Authority Under Indentures.

The Authority agrees that the County may, but shall not be obligated to, perform any such acts and do all such things in the place and stead of the Authority as the County shall deem necessary to prevent or correct any "default" or "event of default" caused or about to be caused by the Authority under either Indenture.

Section 3.12 Not Debt.

Notwithstanding anything to the contrary herein contained by implication or otherwise, the obligations of the County created by, or arising out of, this Lease shall not be general debt obligations of the County.

Section 3.13 Prepayment.

The Authority authorizes the County, in its place and stead, to call any of the Bonds for optional redemption prior to maturity, in whole or in part, pursuant to the terms and conditions of the Indenture; *provided, however*, that the County shall prepay the applicable Rents hereunder so that such Rents suffice to pay the principal of, and premium, if any, and interest on, such Bonds due on the date of redemption. The County agrees that, without the consent of the Authority, it shall not make any prepayments of Rents due under this Lease without calling for redemption Bonds having a redemption price equal to the amount of such prepayment.

Section 3.14 Repairs and Maintenance.

The County covenants and agrees throughout the term of this Lease to maintain the Leasehold Property and keep the same in as good order and condition (reasonable use and wear thereof excepted) and will promptly make or cause to be made all necessary repairs, interior and exterior, structural and nonstructural. When used in this Section 3.14, the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by the County shall be at least equal in quality and class to the original work.

Section 3.15 Utilities.

The County agrees to pay or cause to be paid all charges for gas, electricity, light, heat or power, telephone or other communication service, or any other service used, rendered, or supplied upon or in connection with the Leasehold Property during the term of this Lease and to protect the Authority and save it harmless against any liability or damages on such account. The County shall also procure any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Leasehold Property of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such services to and upon the Leasehold Property.

Section 3.16 Title.

The Authority represents and warrants to the County that the Authority has good and marketable title to the Leasehold Property subject to no liens or encumbrances other than Permitted Encumbrances.

Section 3.17 Quiet Enjoyment.

The Authority covenants that the County shall have Quiet Enjoyment of the Leasehold Property, free from hindrance or disturbance by the Authority or by anyone claiming by, through or under the Authority. The obligation of the County to pay Base Rents and Additional Rents and other amounts due under this Article III shall be on the condition that, and shall accrue only as, this Lease shall remain in effect without termination as provided in Sections 3.01 and 6.03.

ARTICLE IV

COVENANTS OF COUNTY

Section 4.01 Improvements.

The County agrees that the value received from the Authority is fair and reasonable in relation to the obligations of the County hereunder. As between the Authority and the County, the County assumes all responsibilities and shall bear all risks relating to the operation and maintenance of the Leasehold Property.

Section 4.02 Public Liability Insurance.

The County shall maintain or cause to be maintained general public liability insurance against all claims for personal injury, death, or property damage for which the Authority or County might be liable, occurring upon, in, or about the Leasehold Property or any buildings, facilities, sidewalks, streets, and passageways therein or thereon; such insurance to afford protection to the Authority and the County to the limit of not less than \$1,000,000 per occurrence in respect of personal injury and death and property damage, or such other limits as may be mutually agreed upon. The County shall provide the Authority and the Trustee with a certificate of insurance naming the Authority and the Trustee as additional insureds and providing 30 days' notice of cancellation.

The County specifically reserves and does not waive its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Chapter 893 of the Wisconsin Statutes and related statutes.

Section 4.03 Hazard Insurance.

(a) The County shall cause any improvements, buildings, and structures and contents thereof that are part of the Leasehold Property as are typically insured by the County (including construction in progress), if any, to be continually insured during the term of this Lease against damage or destruction by fire, windstorm, and any other loss or damage customarily insured in connection with comparable property, in an amount equal to 100% of the insurable value of such property. Each such insurance policy shall contain a clause making all losses payable to the Trustees and shall contain a replacement cost endorsement. The County shall provide the Authority and each Trustee with a certificate of insurance (naming the Authority as owner, and each Trustee as loss payee) and providing 30 days' notice of cancellation. During the construction of the Expo

Center, the County shall cause to be maintained in effect all risk coverage in the full amount of the construction contract and all soft costs. All insurance policies required herein shall be obtained from an insurance company with A.M. Best rating of A-VIII or better.

(b) In case of damage, loss, or destruction of the Leasehold Property, or any part thereof, or any fixtures or equipment thereof, the proceeds of any insurance which pertains to such premises, fixtures and equipment shall be paid, deposited, used, and applied as provided in Sections 6.02 and 6.03 hereof.

(c) In consideration of the provisions of this Lease giving and granting to the County exclusive possession, custody, and control of the Leasehold Property, the County hereby assumes all risks in connection with any damage, loss, or destruction of the Leasehold Property, or any part thereof, or any fixtures or equipment thereof from any and all causes whatsoever, and, in the event of any such damage, loss, or destruction, the County covenants and agrees to repair, restore, rebuild, or replace the same to a good and tenantable condition, either from the proceeds of insurance as provided above in this Section 4.03 or, to the extent such proceeds of insurance are insufficient or unavailable therefor, from available appropriations of moneys derived from other sources.

Section 4.04 Compliance with Laws and Regulations.

The County agrees that throughout the term of this Lease, it will promptly comply with all laws and ordinances and the orders, rules, regulations, and requirements of all federal, state, and local governments and agencies and departments thereof which are applicable to the County and the Leasehold Property, and whether or not the same require structural repairs or alterations, which may be applicable to the Leasehold Property, the fixtures, or equipment thereof, or the sidewalks, curbs, and parking areas adjoining the Leasehold Property, or the use or manner of use of the Leasehold Property. The County will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force with respect to the Leasehold Property and the fixtures and equipment thereof.

Section 4.05 Alterations and Additions.

The County shall have the right at any time and from time to time during the term of this Lease, without liability to the Authority, to make such changes, alterations, and additions, structural or otherwise, to the Leasehold Property and the fixtures and equipment thereof, now or hereafter located on the Leasehold Property, as the County shall deem necessary or desirable in connection with the use of the Leasehold Property (but subject to the terms of the Cooperation Agreement). All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leasehold Property or the rental value thereof. The cost of any such change, alteration, or addition shall be promptly paid and discharged so that the Leasehold Property shall at all times be free of liens for labor and materials supplied with respect to the Leasehold Property. All alterations and improvements to the Leasehold Property shall be and become a part of the Leasehold Property; *provided, however*, that any and all trade fixtures and equipment installed by the County (or any person claiming under the County), if any, may be replaced at any time during the term of this Lease and may be

removed at the expiration or sooner termination of this Lease, *provided*, that the County, at its cost and expense, repairs any damage to the Leasehold Property caused by such removal.

Section 4.06 Covenant Against Waste.

The County covenants not to do or suffer or permit any waste or damage, disfigurement, or injury to the Leasehold Property or any building or improvement now or hereafter on the Leasehold Property or the fixtures or equipment thereof.

Section 4.07 Debt Service Reserve Fund.

Simultaneously with the issuance and sale of the Series 2019 Expo Center Bonds, a deposit will be made to the Debt Service Reserve Fund so that the balance in the Debt Service Reserve Fund is equal to the Debt Service Reserve Fund Requirement. Money on deposit in the Debt Service Reserve Fund will be used to make up any deficiencies in the Bond Fund and for the other purposes as provided in the Expo Center Indenture.

In the event the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement:

(a) On any date as a result of a transfer from the Debt Service Reserve Fund to the Bond Fund due to a deficiency in said account, then the County agrees to deposit amounts sufficient to make up the deficiency in six substantially equal monthly installments beginning with the first day of the month succeeding the receipt of notice from the Trustee that the deficiency occurred; or

(b) For any other reason, including a determination on a Valuation Date (as defined in the Indenture) that the market value of the securities then on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement, then the County agrees to deposit in the Debt Service Reserve Fund amounts sufficient to make up the deficiency, to the extent moneys are not available for such purpose in the Room Tax Stabilization Fund, within 90 days following the date on which the County received notice of the deficiency.

Section 4.08 Limitations on Management Contracts.

The County shall not enter into a management, service, or incentive payment contract with a service provider under which the service provider provides services involving all, or any portion of, or any function of, the Expo Center (a "management contract") that may result in private business use of the Expo Center facilities or property, based on all the facts and circumstances. Any management contract entered into by the County for the management of the Expo Center shall comply with IRS guidelines. The County agrees to consult with bond counsel prior to entering into any management contract with respect to the Expo Center facilities or property.

ARTICLE V

SUBLETTING AND ASSIGNMENT

Section 5.01 Subletting and Assignment.

(a) The County may sublet the Leasehold Property or any part thereof and may assign or otherwise transfer all of its right and interest hereunder provided that:

- (1) Each such sublease, transfer or assignment shall not be inconsistent with Section 2.02 or any other provisions of this Lease,
- (2) No assignment, transfer or sublease shall affect or reduce any of the obligations of the County under this Lease and the County shall not be released from this Lease but all obligations of the County hereunder shall continue in full force and effect as the obligations of the principal and not of the guarantor or surety,
- (3) The County shall give the Authority prior written notice of any such proposed assignment, transfer, or sublease,
- (4) If any Tax-Exempt Bonds are then outstanding, the County shall have provided the Authority with a written opinion of nationally recognized municipal bond counsel to the effect that sublease, transfer or assignment shall not adversely affect the exclusion of the interest on the such Tax-Exempt Bonds from gross income for federal income tax purposes; and
- (5) No assignment shall occur by operation of law.

(b) Except as permitted in this Section 5.01 and except for Permitted Encumbrances and the assignment of this Lease to the Trustees, so long as any Bonds of the Authority are outstanding, neither the Authority nor the County shall mortgage, assign or pledge its interests in the Leasehold Property or any rents payable with respect thereto.

Section 5.02 Priority of Lease.

No sublessee or assignee of the Leasehold Property shall mortgage, assign or pledge its interest in the Leasehold Property or any rents payable with respect thereto.

ARTICLE VI

CERTAIN CONDITIONS OF LEASE

Section 6.01 Notice of Condemnation or Destruction.

In the event of any condemnation, inverse condemnation, damage, loss, or destruction affecting the Leasehold Property, the County shall promptly, and in any event within 90 days, thereafter file a certificate with the Authority and the Trustee indicating whether the same is a Material Disturbance. If there is a Material Disturbance, such certificate shall attach the resolution(s) referred to in the definition of "Material Disturbance" in Section 1.01 hereof and in Section 6.03 hereof. If such certificate is not timely filed, then the condemnation, inverse condemnation, damage, loss, or destruction shall not be deemed to be a Material Disturbance for purposes of this Lease.

Section 6.02 Condemnation or Damage.

(a) In the event of any condemnation, inverse condemnation, damage, loss, or destruction affecting the Leasehold Property which does not result in a Material Disturbance, all condemnation and insurance proceeds shall be paid to the Trustee for deposit into the Condemnation and Insurance Proceeds Fund established under the applicable Indenture(s), and applied at the direction of the County either (i) to the replacement, repair, restoration, or rebuilding of the Leasehold Property as promptly as possible to a condition substantially equivalent to that existing prior to such condemnation or casualty or (ii) to the redemption of applicable Bonds (to the extent they may be redeemed under the related Indenture) and related prepayment of Base Rents, without replacement, repair, or restoration. To the extent that such proceeds are not used to redeem Bonds, all such proceeds shall be deposited with the applicable Trustee to be held for disbursement in payment or reimbursement of the costs of such replacement, repair, or restoration, and the term hereof and the Base Rents and other payments due hereunder shall continue without modification.

(b) In the event of any condemnation, inverse condemnation, damage, loss, or destruction affecting the Leasehold Property which results in a Material Disturbance, (i) if the County has exercised its right to terminate this Lease as provided in Section 6.03, all condemnation and insurance proceeds shall be paid to the Trustee for deposit into the Condemnation and Insurance Proceeds Fund established under the applicable Indenture(s), shall be the property of the Authority and shall be applied to the redemption of the Bonds as provided in Section 6.03 hereof; or (ii) if the County has not so exercised its right to terminate this Lease, then all condemnation and insurance proceeds shall be paid, deposited, and applied as provided in subsection (a) above, and the term hereof and the Base Rents and other payments due hereunder shall continue without modification.

(c) Any application of condemnation or insurance proceeds pursuant to clause (ii) of subsection (b) above shall be deemed an irrevocable election by the County not to exercise any right it may have to terminate this Lease under Section 6.03 as a result of the

condemnation, inverse condemnation, damage, loss, or destruction giving rise to such proceeds.

Section 6.03 Material Disturbance; Termination of Lease.

In the event of a Material Disturbance, and provided the County has timely complied with the provisions of Section 6.01, the County shall have the right to terminate this Lease; *provided, however*, that the County may exercise such right only upon the County Board's adoption of a resolution determining such Material Disturbance to be just cause for the termination of this Lease, taking into account findings, which shall be set forth in such resolution, as to the effect of a Lease termination on the purposes of the Redevelopment Plan and the County's credit rating and reputation, possible alternative courses of action, and any other matters affecting the public interest. Upon the County's exercise of such right, the Bonds shall be called for redemption in accordance with the Indentures, and this Lease shall terminate on the date fixed for redemption, at which time the Authority may retake full title and possession of the Leasehold Property, subject to Permitted Encumbrances.

Section 6.04 Merger of Interest.

It is mutually agreed by the parties hereto that so long as any of the Bonds are outstanding, the leasehold interest and estate created by this Lease shall not be merged or deemed to be merged with any reversionary interest or estate of the County in the Leasehold Property.

Section 6.05 Right to Inspect.

The County covenants and agrees to permit the Authority, the Trustee, and their respective authorized agents and representatives to enter the Leasehold Property at all times during usual business hours for the purpose of inspecting the same.

Section 6.06 Surrender of Right of Reentry and Acceleration.

The Authority for itself and its successors and assigns hereby waives, surrenders, relinquishes, and releases, during the term of this Lease, any and all rights of reentry, or to retake possession of, or to evict the County from its tenancy of, the Leasehold Property, or to accelerate the payment of Rents or any other amounts due hereunder, and hereby covenants and agrees not to exercise any such right in the event of the failure of the County to make payment of the Rents or any other amounts due hereunder or in the event of any other default or defaults hereunder by the County. The only remedies of the Authority in such event shall be legal proceedings to collect such Rents or other amounts due hereunder and to require performance by the County of its obligations hereunder.

Section 6.07 Character of Lease.

It is mutually agreed that this is an absolutely "net" lease and notwithstanding any language herein to the contrary, it is intended, and the County expressly covenants and agrees, that all Rents and other payments herein required to be made by the County to the Authority shall be made without notice or demand and without set-off (except with respect to credits

expressly provided for in Section 3.02(c) hereof), counterclaim, suspension, deduction, or defense, and shall be net payments to the Authority, meaning that the Authority is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring, or protection of the Leasehold Property or any part thereof, all such obligations being the responsibility of the County.

Section 6.08 Condition of Premises.

The County shall at all times fully familiarize itself with the physical condition of the Leasehold Property and the improvements, fixtures and equipment thereof. The Authority makes no representations whatsoever in connection with the condition of the Leasehold Property, and the Authority shall not be liable for any latent or patent defects therein.

Section 6.09 Consent to Suit.

The County hereby consents and agrees to the institution of any and all actions, including mandamus, against the County or any of its officers which may arise out of this Lease, and, to the extent permitted by law, the County waives resort, prior to the bringing of any such action by the Authority or its assignee, as lessor hereunder, to any administrative claim procedure provided in the Wisconsin Statutes; it being expressly understood that this Lease is solely a municipal obligation and that no personal liability whatever shall attach to, or is or shall be incurred by, the officers of the County. Upon the occurrence of a default hereunder, to the extent that such rights may then lawfully be waived, neither the County nor anyone claiming through it or under it shall set up, claim, or seek to take advantage of any moratorium, stay, extension, or redemption laws now or hereafter in force to prevent or hinder the enforcement of this Lease, but the County for itself and all who may claim through or under it hereby waives, to the extent that it lawfully may do so, the benefit of all such laws to which it may be entitled by law.

Section 6.10 Termination of Option Agreement; Return of Leasehold Property.

The Authority and the County hereby consent and agree to terminate the Option Agreement, dated as of December 1, 1999, entered into by and between the Authority and the County in connection with the initial issuance of the Resch Center Bonds for the purchase of the Resch Center upon the termination of the Prior Lease (as defined in the recitals hereto) or the prepayment of all outstanding Resch Center Bonds.

Upon the termination of this Lease, except for termination under Section 6.03, either the County or its assignee, shall have, and is hereby granted, an option to purchase all the Authority's right, title, and interest in and to the Leasehold Property [for a price of \$100]. Such grant of the Authority's right, title and interest in and to the Leasehold Property may be evidenced by a deed or other appropriate transfer document executed by the Authority on any date after the date of the full and final retirement of all the Bonds (or provision therefor in accordance with the Indentures). In the event this Lease shall be terminated under Section 6.03,

the option to purchase the Authority's right, title and interest in and to the Leasehold Property shall not be granted to the County.

Section 6.11 Transfer, Release, Amendment, Assignment of Leasehold Property.

(a) The Authority and the County agree that from time to time the Authority, with the written consent of the County, may sell, lease, or otherwise transfer (any such sale, lease, or transfer being referred to herein as a "transfer"), portions of or interests in the Leasehold Property for use consistent with the purposes of carrying out redevelopment, blight elimination, slum clearance and urban renewal programs and projects pursuant to the Redevelopment Plan and the Act, *provided*, that such transfers do not include the Resch Center or the Expo Center and would not, individually or cumulatively, have a materially adverse effect on the intended use of the Leasehold Property as provided in Section 2.01 hereof. Prior to or at the time of any such transfer the Authority and the County shall execute and deliver an Amendment to Lease (Release of Leasehold Property (the execution thereof by the County shall constitute the County's written consent of such transfer), releasing such portions or interests so transferred from this Lease, and the Authority shall execute and deliver any deeds necessary for such transfers. Upon the execution and delivery of such Amendment to Lease (Release of Leasehold Property), such portions or interests transferred shall no longer be a part of the Leasehold Property and shall be free and clear of this Lease and all conditions, terms, and provisions hereof.

(b) In the event of the transfer and release of any portions of or interests in the Leasehold Property from this Lease, there shall be no abatement of any Rents due under this Lease by reason of such transfers and releases.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Amendments.

This Lease shall not be effectively amended, changed, modified, altered, or terminated (except as provided in Sections 3.01 or 6.03 hereof) without the concurring written consent of the Trustee and no modification, alteration or amendment to this Lease shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto. Notwithstanding the foregoing, no consent of the Trustee shall be necessary when an Amendment to Lease (Base Rents) is entered into for the purpose of amending Exhibit C hereto to reflect revisions to the schedule of Base Rents as provided in Section 3.02(a)(1) or (2) hereof.

Section 7.02 Successors.

Except as limited or conditioned by the express provisions hereof, the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 7.03 Governing Law.

The laws of the State of Wisconsin shall govern this Lease.

Section 7.04 Captions.

The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Lease.

Section 7.05 Counterparts.

This Lease may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

Section 7.06 Notices.

All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, or when sent by first class mail, email, or overnight delivery service and addressed as follows:

If to the County:

Brown County
Attention: Director of Administration
305 East Walnut Street
Green Bay, Wisconsin 54305
Telephone: (920) 448-4035
Email: weininger_cj@co.brown.wi.us

If to the Authority:

Community Development Authority of the Village of Ashwaubenon
Attention: Secretary
2155 Holmgren Way
Green Bay, Wisconsin 54304
Telephone: (920) 492-2320
Email: aswanson@ashwaubenon.com

If to the Trustee:

Associated Trust Company, National Association
Attention: Mr. Eric Wied
Corporate Trust Administration
200 North Adams Street
Green Bay, Wisconsin 54301
Telephone: (920) 433-3275
Email: eric.wied@associatedbank.com

The Authority, the County, and the Trustee, may from time to time, designate in writing to the other parties a different address to which notices shall be sent.

Each notice, certificate, or other communication given hereunder by either the County or the Authority shall also be concurrently given to the Trustee, to Robert W. Baird & Co. Incorporated, as underwriter for the Series 2019 Expo Center Bonds, and to the underwriter for each series of Additional Bonds.

Section 7.07 Severability.

If any provisions of this Lease shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or Sections or subsections in this Lease contained shall not affect the remaining portions of this Lease, or any part thereof.

Section 7.08 Recording.

Either party hereto may record this Lease, or a memorandum or short form hereof executed by both of such parties, in the office of the Register of Deeds for Brown County, Wisconsin. If this Lease (or a memorandum or short form hereof) is so recorded, then such recording party hereby agrees to record each and every amendment hereto entered into by the parties hereto (or a memorandum or short form thereof executed by both of such parties).

[Signature Page Follows]

IN WITNESS WHEREOF, Brown County, Wisconsin, has caused this Lease to be executed by its County Executive and Clerk and its corporate seal affixed, and the Community Development Authority of the Village of Ashwaubenon, Wisconsin has caused this Lease to be executed by its Chairperson and Secretary and its corporate seal affixed, if any, all as of the date first written above.

BROWN COUNTY, WISCONSIN

[SEAL]

By _____
Troy Streckenbach
County Executive

And _____
Sandra L. Juno
County Clerk

**COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF ASHWAUBENON, WISCONSIN**

[SEAL]

By _____

Chairperson

By _____

Secretary

CONSENT TO AMENDED AND RESTATED LEASE

The undersigned, on behalf of Associated Trust Company, National Association, as the trustee described in the Lease, dated as of December 1, 1999, as amended by a Supplement to Lease (Additional Bonds), dated as of May 1, 2002, and a Second Supplement to Lease (Additional Bonds), dated as of March 1, 2012, by and between the Authority and the County (the "Prior Lease"), entered into in connection with the initial issuance of the Resch Center Bonds, hereby consents to the to the execution of the foregoing Amended and Restated Lease (to which reference is made for the definitions of capitalized terms used herein) to replace the Prior Lease in its entirety and to the amendments to the Prior Lease effected thereby.

ASSOCIATED TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By _____
Title: _____

And _____
Title: _____

[Consent to Amended and Restated Lease]

STATE OF WISCONSIN

)

)SS

COUNTY OF BROWN

)

On June _____, 2019, before me, a Notary Public in and for said County, personally appeared Troy Streckenbach and Sandra L. Juno, to me known to be the persons who executed the foregoing instrument and to me known to be the County Executive and the Clerk of Brown County, Wisconsin (the "County"), and acknowledged that they executed the foregoing instrument as such officers; that they know the seal of the County; that the seal affixed to said instrument is the seal of the County; that said instrument was signed and sealed on behalf of the County by authority of its governing body pursuant to resolution passed and approved; and that said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of the County by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]

Signature: _____

Name Printed: _____

Notary Public, Brown County, Wisconsin

My commission expires: _____

[Notary Page to Lease]

STATE OF WISCONSIN

)
)SS

COUNTY OF BROWN

)

On June _____, 2019, before me, a Notary Public in and for said County, personally appeared _____ and _____, to me known to be the persons who executed the foregoing instrument and to me known to be the Chairperson and the Secretary of the Community Development Authority of the Village of Ashwaubenon, Wisconsin, a public body and a body corporate and politic (the "Authority"), and acknowledged that they executed the foregoing instrument as such officers; that said instrument was signed by them as such officers of and on behalf of the Authority; and that said persons acknowledged the execution of said instrument to be that free and voluntary act and deed of the Authority by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signature: _____

Name Printed: _____

Notary Public, Brown County, Wisconsin

My commission expires: _____

[SEAL]

This instrument was drafted by and should be returned to David B. Ryan, Foley & Lardner LLP,
777 East Wisconsin Avenue, Milwaukee, WI 53202-5307

[Notary Page to Lease]

EXHIBIT A

LEASEHOLD PROPERTY

Expo Center

The Brown County Expo Center (the "Expo Center") [floor will be approximately 127,000 square feet, with the ability to be divided into three halls. On the first level, there will be more than 20,000 square feet of pre function space and about 19,000 square feet of storage space. Meeting rooms, office space, and a party deck will be on the second-level space.] The Expo Center will connect directly to the Brown County Resch Center and will include a new promenade that will piece the entire stadium district together.

Resch Center

The Brown County Resch Center (the "Resch Center") is a 10,200 seat multi-purpose arena in the Village located across the street from Lambeau Field and to which the Expo Center will be connected as shown in the Site Plan included as part of this Exhibit A. It is the home of the University of Wisconsin-Green Bay Phoenix men's basketball team, the Green Bay Gamblers ice hockey team, and the Green Bay Blizzard indoor football team. The Resch Center also has the capability of a more intimate configuration designed for shows with capacities from 3,000 to 5,500. An elaborate floor-to-ceiling, curtain system allows the venue to be transformed into an intimate setting of the Resch Center that can be used for theater style concerts, Broadway shows, and other events. The Resch Center was named for executive Dick Resch of a local office furniture company KI Industries.

The real estate referred to in the preceding paragraphs is the following real estate located in the Brown County, Wisconsin:

[Lot 1, Volume 39 Certified Survey Maps, page 183, being part of Lot 9, Morris & Bromley's Subdivision of the South ½ of Private Claim 13, West, and part of Private Claim 14, West, in the Village of Ashwaubenon, Brown County, Wisconsin.] [*Note that this is current Resch Center only*]

Parcel Number: [VA-41-6]

EXHIBIT A CONTINUED

SITE PLAN

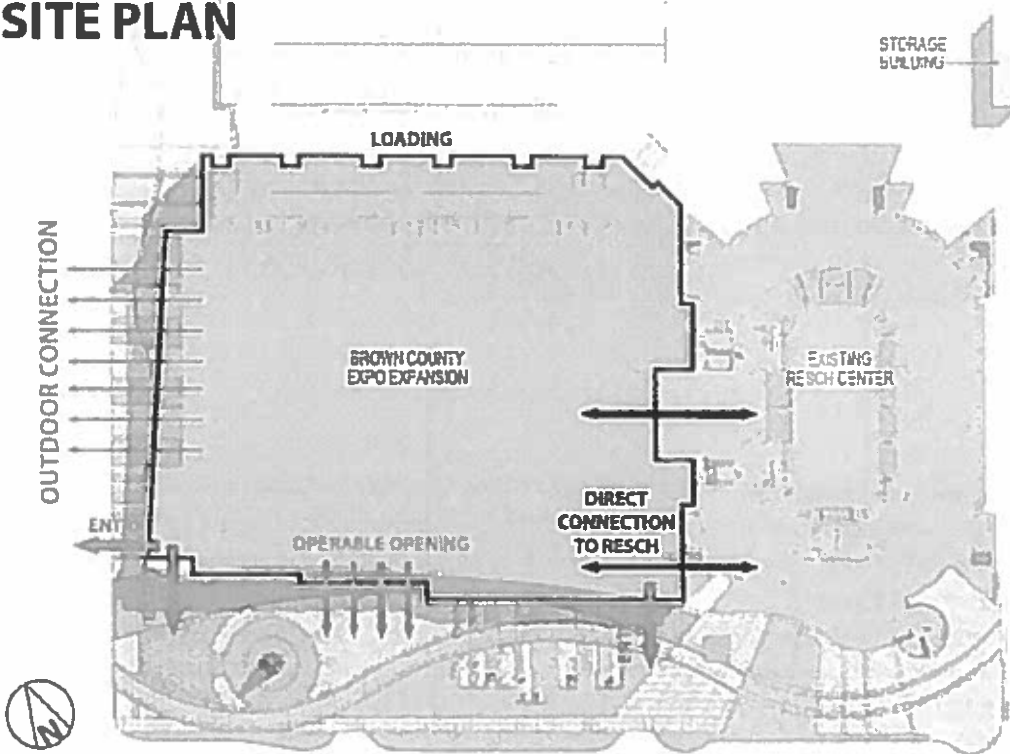


EXHIBIT B

PERMITTED ENCUMBRANCES

1. The Redevelopment Plan
2. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the Leasehold Property, whether assessed or charged before or after the date of this Lease.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights or claims of parties in possession not shown by the public records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title that would be disclosed by an accurate and complete land survey of the Leasehold Property.
7. Easements or claims of easements not shown by the public records.
8. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for road purposes.
9. Any claim of adverse possession or prescriptive easement.
10. Liens, encumbrances, covenants, conditions, restrictions, rights and interests, and other items which do not materially interfere with the intended use of the Leasehold Property as set forth in the Lease, or with the substantial realization of the intended benefits and public purposes of the Leasehold Property as set forth in the Redevelopment Plan.
11. [Rights under the Lease Agreement, dated as of [June 1], 2019, by and between the County, a body corporate, as tenant, and PMI Entertainment Group, Inc., a Wisconsin nonprofit corporation, as subtenant, relating to the lease of the Resch Center.]

EXHIBIT C

SCHEDULE OF BASE RENTS

[Attached]

EXHIBIT D

AMENDMENT TO LEASE (BASE RENTS)

THIS AMENDMENT TO LEASE (BASE RENTS) is made as of _____, 20__ (this "Supplement"), by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a public body and a body corporate and politic (the "Authority"), and the BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County").

Recitals

A. The Authority and the County have entered into an Amended and Restated Lease, dated as of [June 1], 2019, [a memorandum of] which was recorded in the office of the Register of Deeds for Brown County, Wisconsin on _____, 2019 as Document No. _____ (as amended and supplemented, the "Lease"), with respect to the Leasehold Property (as defined and identified in the Lease) including the real property described in Exhibit A attached hereto. *Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Lease.*

B. Section 3.02(a) of the Lease provides that (i) upon the issuance of each series of Additional Bonds, and (ii) in the event that any Bonds are called for redemption (other than any mandatory sinking fund redemption) or are defeased pursuant to the applicable Indenture, the Authority and the County shall amend the Base Rents set forth on Exhibit C to the Lease to reflect such events.

C. [The Authority now has so issued its Lease Revenue [Refunding] Bonds, Series 20__ (Brown County [Expo] [Resch] Center Project), dated _____, 20__ in the aggregate principal amount of \$ _____, which bonds are Additional Bonds under the Lease.] [On _____, 20__ the Authority [redeemed][defeased] \$ _____ principal amount of the outstanding Bonds.]

NOW, THEREFORE, in consideration of the Recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the County hereby agree as follows:

Section 1.01 Amendment to Lease (Base Rents).

This Amendment is an Amendment to Lease (Base Rents) under the Lease.

Section 1.02 Amendment to Lease.

Exhibit C to the Lease is hereby amended to read as set forth in Addendum A hereto.

IN WITNESS WHEREOF, the Brown County, Wisconsin, has caused this Supplement to be executed by its County Executive and Clerk and its corporate seal affixed, and the Community Development Authority of the Village of Ashwaubenon, Wisconsin has caused this Supplement to be executed by its Chairperson and Secretary and its corporate seal affixed, if any, all as of the day and year first written above.

BROWN COUNTY, WISCONSIN

By _____

County Executive

[SEAL]

And _____

County Clerk

**COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF ASHWAUBENON, WISCONSIN**

By _____

Chairperson

[SEAL]

And _____

Secretary

Acknowledged by:

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee**

By _____

Its: _____

STATE OF WISCONSIN

)

)SS

COUNTY OF BROWN

)

On _____, 20____, before me, a Notary Public in and for said County, personally appeared _____ and _____ of the BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), to me known to be the persons who executed the foregoing instrument and to me known to be the County Executive and the Clerk of the County, and acknowledged that they executed the foregoing instrument as such officers; that they know the seal of the County; that the seal affixed to said instrument is the seal of the County; that said instrument was signed and sealed on behalf of the County by authority of its governing body pursuant to resolution passed and approved; and that said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of the County by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signature: _____

Name Printed: _____

Notary Public, Brown County, Wisconsin

My commission expires: _____

[SEAL]

STATE OF WISCONSIN

)

)SS

COUNTY OF BROWN

)

On _____, 20____, before me, a Notary Public in and for said County, personally appeared _____ and _____ of the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a public body and a body corporate and politic, to me known to be the persons who executed the foregoing instrument and to me known to be the Chairperson and the Secretary of said Authority, and acknowledged that they executed the foregoing instrument as such officers; that said instrument was signed and sealed, if any, by them as such officers of and on behalf of said Authority of its Commissioners; and that said persons acknowledged the execution of said instrument to be the free and voluntary act and deed of said Authority by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signature: _____

Name Printed: _____

Notary Public, Brown County, Wisconsin

My commission expires: _____

[SEAL]

This instrument was drafted by and after recording should be returned to _____.

ADDENDUM A

**EXHIBIT C
BASE RENTS**

[Attached]

EXHIBIT E

AMENDMENT TO LEASE (RELEASE OF LEASEHOLD PROPERTY)

THIS AMENDMENT TO LEASE (RELEASE OF LEASEHOLD PROPERTY) is made as of _____, 20__ (this "Supplement"), by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a public body and a body corporate and politic (the "Authority"), and the BROWN COUNTY, WISCONSIN, a Wisconsin political subdivision (the "County").

RECITALS

A. The Authority and the County have entered into an Amended and Restated Lease, dated as of [June 1], 2019, which was recorded in the office of the Register of Deeds for Brown County, Wisconsin on _____, 2019 as Document No. _____ (as amended and supplemented, the "Lease"), with respect to the Leasehold Property (as defined and identified in the Lease) including the real property described in Exhibit A to the Lease. *Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Lease.*

B. Section 6.11(a) of the Lease provides that from time to time the Authority may sell, lease, or otherwise transfer portions of or interests in the Leasehold Property for use consistent with the Act, *provided*, that such transfers do not include the Resch Center or the Expo Center and would not, individually or cumulatively, have a materially adverse effect on the intended use of the Leasehold Property as provided in the Lease. Such Section also provides that prior to or at the time of any such transfer or release, the Authority and the County shall execute and deliver an Amendment to Lease (Release of Leasehold Property) releasing such portion(s) or interest(s) transferred from the Lease.

C. The Authority now intends to sell, lease, or otherwise transfer a portion or portions of or interest or interests in the Leasehold Property for use consistent with the Act and such portion or portions do not include the Resch Center or the Expo Center and do not, individually or cumulatively, have a material adverse effect on the intended use of the Leasehold Property as provided in the Lease, such parcel(s) being described in Addendum A hereto (the "Released Leasehold Property"). The Authority and the County now desire to execute and deliver an Amendment to Lease (Release of Leasehold Property) with respect to the Released Leasehold Property.

NOW, THEREFORE, in consideration of the Recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the County hereby agree as follows:

Section 1.01 Release of Leasehold Property from Lease.

The Released Leasehold Property is hereby released from the Lease, and the Released Leasehold Property shall no longer be a part of the Leasehold Property and shall be free and clear from the Lease and all conditions, terms, and provisions thereof, all as of the date hereof.

Section 1.02 Amendments to Lease.

Exhibit A to the Lease is hereby amended by removing or excepting from said Exhibit the Released Leasehold Property. Exhibit A to the Lease is hereby amended to read as set forth in Addendum B hereto.

Section 1.03 Amendment to Lease (Release of Leasehold Property).

This Amendment is an Amendment to Lease (Release of Leasehold Property) under the Lease.

IN WITNESS WHEREOF, the Brown County, Wisconsin, has caused this Supplement to be executed by its County Executive and Clerk and its corporate seal affixed, and the Community Development Authority of the Village of Ashwaubenon, Wisconsin has caused this Supplement to be executed by its Chairperson and Executive Director and its corporate seal affixed, if any, all as of the day and year first hereinabove set forth.

BROWN COUNTY, WISCONSIN

[SEAL]

By _____
County Executive

And _____
County Clerk

**COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF ASHWAUBENON, WISCONSIN**

By _____
Chairperson

[SEAL]

And _____
Secretary

Consented to as of _____, 20__.

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee**

By _____
Its: _____

STATE OF WISCONSIN

)

)SS

COUNTY OF BROWN

)

On _____, 20____, before me, a Notary Public in and for said County, personally appeared _____ and _____ of the BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), to me known to be the persons who executed the foregoing instrument and to me known to be the County Executive and the Clerk of the County, and acknowledged that they executed the foregoing instrument as such officers; that they know the seal of the County; that the seal affixed to said instrument is the seal of the County; that said instrument was signed and sealed on behalf of the County by authority of its governing body pursuant to resolution passed and approved; and that said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of the County by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signature: _____

Name Printed: _____

Notary Public, Brown County, Wisconsin

My commission expires: _____

[SEAL]

STATE OF WISCONSIN

)

)SS

COUNTY OF BROWN

)

On _____, 20____, before me, a Notary Public in and for said County, personally appeared _____ and _____ of the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a public body and a body corporate and politic, to me known to be the persons who executed the foregoing instrument and to me known to be the Chairperson and the Secretary of said Authority, and acknowledged that they executed the foregoing instrument as such officers; that said instrument was signed and sealed, if any, by them as such officers of and on behalf of said Authority of its Commissioners; and the said persons acknowledged the execution of said instrument to be the free and voluntary act and deed of said Authority by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signature: _____

Name Printed: _____

Notary Public, Brown County, Wisconsin

My commission expires: _____

[SEAL]

This instrument was drafted by and after recording should be returned to

_____.

ADDENDUM A

DESCRIPTION OF RELEASED LEASEHOLD PROPERTY

[Attached]

ADDENDUM B

**EXHIBIT A
LEASEHOLD PROPERTY**

[Attached]

EXHIBIT F

IMPROVEMENTS

1. Acquisition of land, site improvements, construction, and furnishing of the Expo Center and the Resch Center.
2. Miscellaneous related costs, including, but not limited to, site grading, landscaping, fencing, sidewalk and walkways, utility lines, and planning, engineering, and other administrative costs

